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Attorneys for Plaintiff,
CADDELL DRY DOCK AND REPAIR CO., INC.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X	
CADDELL DRY DOCK AND REPAIR CO, INC.,	:
	:
Plaintiff,	:
	:
- against -	:
	:
BOUCHARD TRANSPORTATION CO., INC.,	:
<i>in personam</i> , BARGE B. NO. 280, <i>in rem</i> , and	:
B. NO. 280 CORP., <i>in personam</i> ,	:
	:
Defendants.	:
-----X	

CERTIFICATION OF INSURANCE COVERAGE

I, Steven P. Kalil, am the authorized agent of Plaintiff, Caddell Dry Dock and Repair Co., Inc. I submit this Declaration in response to this Honorable Court's Docket Order of February 12, 2020 [Docket No. 12].

1. I am the President of Plaintiff, Caddell Dry Dock and Repair Co., Inc. ("Plaintiff"). I am competent to make this declaration and make it from my personal knowledge.

2. By Docket Entry dated February 13, 2020, this Court directed the Caddell to “submit a certificate of insurance to the Court by the close of business on Friday, February 14, 2020 and certify that any loss or damage to the Barge due to any negligence on the part of Plaintiff or its employees or agents committed during the period of Plaintiff’s substitute custodianship shall be covered by the insurance.”
3. Attached as Exhibit 1 is a Certificate of Insurance reflecting the Caddell’s various insurance policies. The portion of Caddell’s insurance that is relevant here is described with specificity in the section towards the bottom of the Certificate entitled “Description of Operations/ Locations/Vehicles” as follows:

HULL AND P&I POLICY INCLUDES VESSEL CUSTODIAN LEGAL LIABILITY ENDORSEMENT COVERING ANY LOSS OR DAMAGE TO BARGE B. NO. 280 DUE TO ANY NEGLIGENCE ON THE PART OF THE INSURED, CADDELL DRY DOCK AND REPAIR CO., INC., OR ITS EMPLOYEES OR AGENTS COMMITTED DURING THE PERIOD OF THE INSURED'S SUBSTITUTE CUSTODIANSHIP IN THE MATTER OF "CADDELL DRY DOCK AND REPAIR CO., INC. VERSUS BOUCHARD TRANSPORTATION CO., INC.", EDNY CIVIL ACTION NO. 20-CV-685 (EKL-B), SUBJECT TO POLICY TERMS AND CONDITIONS, ATRIMA.¹

4. In further response to this Court’s direction, I hereby respectfully certify that, as stated on the Certificate, Caddell’s insurance “covers any loss or damage to the Barge due to any negligence on the part of Plaintiff or its employees or agents committed during the period of Plaintiff’s substitute custodianship” in

¹ I am advised by Plaintiff’s broker that “ATRIMA” means “As Their Respective Interests May Apply.” This is a standard notation which is triggered in circumstances in which several insurance companies cover the same policy, which each insurer taking a particular percentage of the total limit of liability under the policy.

this action, subject to the terms and conditions of Caddell's policy.

5. Pursuant to 28 U.S.C. §1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed this 14th day of February 2020.



STEVEN P. KALIL

EXHIBIT 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LAGUNA ASSOCIATES, INC 206 SOUTH AVE. 206 SOUTH AVE FANWOOD, NJ 07023	CONTACT NAME: PHONE (A/C No. Ext): 908-322-0244 E-MAIL ADDRESS: GLAGUNA@LAGUNAASSOCIATES.COM	FAX (A/C No): 908-322-3788
	INSURER(S) AFFORDING COVERAGE INSURER A: TRAVELERS PROPERTY CASUALTY CO. OF	
INSURED CADDELL DRY DOCK & REPAIR CO., INC. P.O. BOX 327 STATEN ISLAND, NY 10310	NAIC # 25674	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> INCL. SRLL & WHARFINGERS <input checked="" type="checkbox"/> S&A POLL. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	ZOL-11R65264-19-ND	08/04/19	08/04/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	HULL/P&I(ALL OTHER P&I COVERAGES EXCLUDING CREW)			ZOH-11R6529A-19	08/04/19	08/04/20	HULL - \$5,000,000 P&I - \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

HULL AND P&I POLICY INCLUDES VESSEL CUSTODIAN LEGAL LIABILITY ENDORSEMENT COVERING ANY LOSS OR DAMAGE TO BARGE B. NO. 280 DUE TO ANY NEGLIGENCE ON THE PART OF THE INSURED, CADDELL DRY DOCK AND REPAIR CO., INC., OR ITS EMPLOYEES OR AGENTS COMMITTED DURING THE PERIOD OF THE INSURED'S SUBSTITUTE CUSTODIANSHIP IN THE MATTER OF *CADDELL DRY DOCK AND REPAIR CO., INC. VERSUS BOUCHARD TRANSPORTATION CO., INC., EDNY CIVIL ACTION NO. 20-CV-685 (EK-LB), SUBJECT TO POLICY TERMS AND CONDITIONS, ATRIMA.

CERTIFICATE HOLDER**CANCELLATION**

UNITED STATES MARSHALS SERVICE 225 CADMAN PLAZA EAST BROOKLYN, NEW YORK 11201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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